

# EXHIBIT 1

<b>CASE NO.</b> CV19909283	<b>SUMMONS NO.</b> 37474532
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Rule 4 (B) Ohio

Rules of Civil  
Procedure

# SUMMONS

<p>SAADIA BOLDEN <b>VS</b> CREDIT ONE BANK, N.A.</p>
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**PLAINTIFF**

**DEFENDANT**

<p>CREDIT ONE BANK, N.A. 585 PILOT ROAD LAS VEGAS NV 89119</p>
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Said answer is required to be served on:



Plaintiff's Attorney

<p>MICHAEL L FINE FREDERICK &amp; BERLER LLC  767 EAST 185TH STREET CLEVELAND, OH 44119</p>
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Case has been assigned to Judge:

<p>KATHLEEN ANN SUTULA Do not contact judge. Judge's name is given for attorney's reference only.</p>
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<p><b>DATE SENT</b> Jan 9, 2019</p>
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**NAILAH K. BYRD**  
Clerk of the Court of Common Pleas

*Nailah K. Byrd*

By \_\_\_\_\_  
Deputy



COMPLAINT FILED 01/08/2019



IN THE COURT OF COMMON PLEAS  
CUYAHOGA COUNTY, OHIO

SAADIA BOLDEN	)	CASE NO:
on behalf of herself and all similarly-situated	)	
consumers	)	JUDGE
20551 Naumann Avenue	)	
Euclid, OH 44123	)	
	)	<b><u>CLASS ACTION COMPLAINT</u></b>
Plaintiff,	)	
	)	(Other Civil)
v.	)	
	)	
CREDIT ONE BANK, N.A.	)	
585 Pilot Road	)	
Las Vegas, Nevada, 89119	)	<b>JURY TRIAL DEMANDED</b>
	)	
Defendant.	)	

NOW COMES Plaintiff **SAADIA BOLDEN** by and through the undersigned counsel and, hereby alleges and states for her Class Action Complaint against **CREDIT ONE BANK (USA), N.A.** (“Credit One”) as follows:

**INTRODUCTION**

1. This is an action for statutory and actual damages brought by Plaintiff Saadia Bolden, an individual consumer, on behalf of herself and all similarly-situated individuals, against the named Credit One for violations of the Telephone Consumer Protection Act, 47 U.S.C. § 227 *et seq.* (the “TCPA”), which prohibits calls using automatic telephone dialing systems or artificial or prerecorded voices to cellular telephones without the express permission of the recipient, and which creates a private right of action to redress violations thereof. Congress has found that such unwanted automated calls are a “nuisance and an invasion of privacy, regardless of the type of call.” *Id.*
2. This action is also brought for related claims of invasion of privacy.

### **VENUE AND JURISDICTION**

3. Whereas the events and circumstances leading up to and asserted in this Complaint arose in Cuyahoga County, this Court is the proper venue under Civ. R. 3(B)(3).
4. As Credit One transacts business in Ohio and/or caused tortuous injury to Plaintiff in Ohio, Credit One is subject to this Court's personal jurisdiction.
5. Whereas the laws noted above invest Plaintiff with a private cause of action and permit Ohio Courts of competent jurisdiction to hear said claims, this Honorable Court has subject matter jurisdiction of these claims.

### **PARTIES**

6. Ms. Bolden is, and was at all relevant times herein, a resident of Cuyahoga County, Ohio.
7. On information and belief, Credit One is a national bank with its headquarters in Nevada.

### **FACTS RELATED TO MS. BOLDEN**

8. Within the past few months, Ms. Bolden received calls on her cell telephone from Credit One and/or its agents, demanding money in connection with an allegedly-outstanding debt.
9. Credit One initiated these calls using an automatic telephone dialing system and/or by employing the use of an electronic or prerecorded voice.
10. Ms. Bolden believes this to be true, because she could hear delay when she would pick up a call before an agent came on the line and because of the sheer volume of calls placed to her.
11. Credit One was calling Ms. Bolden to collect on an alleged account.
12. However, Ms. Bolden does not have an account with Credit One.
13. Moreover, Ms. Bolden never authorized Credit One to call her on her cell phone.
14. Ms. Bolden requested the calls to cease.

15. Nonetheless, Credit One continued to call her at a rate of four to six calls per day (4-6 calls/day), often back-to-back.
16. For example, on Monday, November 12, 2018, Credit One called Ms. Bolden at approximately, 4:08 p.m., 4:40 p.m., 5:11 p.m., and 5:45 p.m.
17. Credit One placed its calls to Ms. Bolden using various different numbers to shield its identity.
18. For example, Credit One called Ms. Bolden from lines identified on caller ID as 216-666-7211, 216-666-7150, 216-666-7180, and 877-825-3242, among other numbers.
19. During the telephone calls, which Ms. Bolden answered, the callers were always evasive. Although they might identify themselves as calling from Credit One, they would not identify the person they were trying to reach and they would provide no information about the account they were attempting to collect from Ms. Bolden. Moreover, when Ms. Bolden would try to elicit information, Credit One's representatives would abruptly end the call.
20. Calls would come back-to-back despite requests for the calls to cease during the immediately preceding call.
21. In this manner, Credit One placed well-over 100 unwanted, unauthorized, and harassing calls to Ms. Bolden over a span of about a month.
22. Credit One's callers were rude and harassing, and Ms. Bolden felt harassed, annoyed, and invaded by the calls.
23. As a result, Ms. Bolden sustained emotional and related physical injury, including, without limitation, anxiety, frustration, annoyance, inconvenience, and nervousness.
24. Credit One did not send Ms. Bolden anything in writing.

**FACTUAL ALLEGATIONS OF THE CLASS**

25. On information and belief, Credit One regularly calls consumers and other individuals in their attempt to collect on accounts alleged owed to them in Ohio and nationally.
26. Credit One does so by using the telephone.
27. Credit One initiates telephone calls to consumers by an automatic telephone dialing system and/or using a prerecorded voice.
28. Credit One fails to properly identify itself and the purposes of its calls to the call recipients.
29. Credit One makes these calls without the express consent of call recipients.
30. Even if Credit One received consent at one time, it regularly fails to honor the requests of recipients to cease the calls.
31. In connection with the facts, events, and averments herein, Credit One acted willfully and maliciously, with spite and ill will, and/or with reckless disregard for the rights of call recipients in general, and Ms. Bolden in particular.

**CLASS ACTION ALLEGATIONS**

32. Pursuant to Civ. R. 23 of the Ohio Rules of Civil Procedure, Ms. Bolden brings this action on behalf of herself and two classes of other persons similarly-situated, to remedy the on-going unlawful, unfair, and/or deceptive business practices alleged herein, and to seek redress on behalf of all those persons who have been harmed thereby.
33. The first class, the “TCPA Class” shall be defined as all persons, who
  - a. Credit One called, or caused to be called, on a cell phone in the four years preceding the filing of the original complaint in this matter; and
  - b. Where the calls were placed using an automated telephone system or employed the use of an electronic or prerecorded voice; and
  - c. Where Credit One did not previously obtain the individual’s express consent to receive the call; or, where such consent was previously received, but Credit One failed to honor a request to stop calling.

34. The second class, the “Invasion of Privacy Class” shall be defined as all persons in Ohio, who
- a. Credit One called, or caused to be called, on a telephone in the two years preceding the filing of the original complaint in this matter; and
  - b. Where the Credit One did not previously obtain the individual’s express consent to receive the call; or, where such consent was previously received, but Credit One failed to honor a request to stop calling.
62. The class members are so numerous that joinder of all members would be impracticable. The exact size of the proposed classes and the identity of the members, believed to be in the hundreds or thousands, thereof, is readily ascertainable from Credit One’s business records.
63. There is a community of interest among the members of the proposed classes in that there are questions of law and fact common to the proposed classes that predominate over questions affecting only individual members. These questions include but are not limited to whether, *inter alia*:
- a. Credit One placed the calls using an automated telephone system or employ the use of an electronic or prerecorded voice;
  - b. Credit One placed calls to cell phones without first obtaining the express consent of call recipients;
  - c. Credit One failed to stop calling consumers upon their requests to stop;
  - d. The conduct described herein violated the TCPA;
  - e. The conduct described herein constitutes an invasion of privacy.
64. Ms. Bolden’s claims are typical of those of the classes she seeks to represent, and she will fairly and adequately represent the interests of the classes. Ms. Bolden is represented by counsel competent and experienced in both consumer protection and class action litigation.

65. A class action is superior to other methods for the fair and efficient adjudication of this controversy. Because the damages suffered by individual class members may be relatively small compared to the expense and burden of litigation, it would be impracticable and economically infeasible for class members to seek redress individually. The prosecution of separate actions by the individual class members, even if possible, would create a risk of inconsistent or varying adjudications with respect to individual class members against Credit One.

**FIRST CLAIM FOR RELIEF**

(TCPA Violations)

66. Plaintiff re-alleges and incorporates by reference each and every preceding paragraph as if fully rewritten herein.
67. As described above, within the last four years, Credit One called Ms. Bolden and members of the TCPA Class on their cellular telephones using an ATDS or predictive dialer and/or by using a prerecorded or artificial voice.
68. Credit One placed these calls to Ms. Bolden and members of the TCPA Class without their express permission and/or continued to place these calls after being directed to cease calling and knowing there was no consent to continue the calls.
69. As such, each call placed to Ms. Bolden and members of the TCPA Class was made in violation of the TCPA and is a separate violation thereof.
70. Ms. Bolden and members of the TCPA Class are entitled to an award of \$500 in statutory damages *for each call* placed in violation of the TCPA pursuant to 47 U.S.C. § 227(b)(3)(B).
71. Moreover, because Credit One knowingly placed the calls to the cell phones of Ms. Bolden and members of the TCPA Class without permission, Ms. Bolden and members of the



TCPA Class are entitled to treble damages, i.e. \$1,500, for each call pursuant to 47 U.S.C. § 227(b)(3)(C).

72. Credit One's violations of the TCPA were willful and malicious, with spite and ill will, and/or with reckless disregard for the rights of Ms. Bolden and the Class.
73. Thus, under the TCPA, Credit One is liable to the Ms. Bolden and the TCPA Class for a minimum of \$500 per phone call and up to \$1,500 per call since the calls were made knowingly.

### **SECOND CLAIM FOR RELIEF**

(Invasion of Privacy)

74. Plaintiff re-alleges and incorporates by reference each and every preceding paragraph as if fully rewritten herein.
75. By calling Ms. Bolden and members of the Invasion of Privacy Class incessantly and by calling their telephones without permission as described herein, Credit One intruded into private lives and activities of Mr. Bolden and class members of the Invasion of Privacy Class in an outrageous manner and in a manner that would cause (and did cause) mental suffering, shame, or humiliation to a person of ordinary sensibilities.
76. Resultingly, Credit One is liable to Mr. Bolden and members of each class for damages, punitive damages, and attorney's fees.

### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiff prays as follows:

- A. An order certifying the classes identified herein;
- B. An order appointing Frederick & Berler LLC as class counsel;
- C. A judgment for the actual damages suffered by Ms. Bolden and member of each of the classes;

- D. Issuance of a declaratory judgment declaring that the acts and practices complained of herein are unfair, deceptive and/or unconscionable;
- E. An order preliminarily and permanently enjoining Credit One from engaging in the practices challenged herein;
- F. An award to Ms. Bolden and each member of the TCPA Class of \$1,500 for each call made to them in violation of the TCPA pursuant to 47 U.S.C. § 227(b)(3)(C);
- G. An award to Ms. Bolden and the two Classes of punitive damages as determined by the Court;
- H. That this Court award attorney's fees, costs, and pre- and post-judgment interest to Ms. Bolden and the Classes pursuant to the TCPA and other applicable law;
- I. An award to Ms. Bolden a class representative incentive award to be determined by the Court; and
- J. That this Honorable Court awards to Ms. Bolden such other and further relief as may be just and equitable.

Respectfully submitted,

s/ Ronald I. Frederick

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Michael L. Berler (#0085728)

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*Attorneys for Plaintiff*

**JURY DEMAND**

Plaintiff hereby requests a trial by jury as to all issues of fact in this action.

Respectfully submitted,

*s/ Ronald I. Frederick*

Ronald I. Frederick (#0063609)

**Frederick & Berler LLC**

*One of the Attorneys for Plaintiff*